

CAPT. LELAND M. MOWER AND LT. PERCY K. MORRISON, QUARTERMASTER CORPS, UNITED STATES ARMY

NOVEMBER 4 (legislative day, OCTOBER 25), 1943.—Ordered to be printed

Mr. CAPPER, from the Committee on Claims, submitted the following

REPORT

[To accompany H. R. 1155]

The Committee on Claims, to whom was referred the bill (H. R. 1155), for the relief of Capt. Leland M. Mower, Quartermaster Corps, United States Army, and Lt. Percy K. Morrison, Quartermaster Corps, United States Army, having considered the same, report favorably thereon without amendment, and recommend that the bill do pass.

The facts will be found fully set forth in House Report No. 432, Seventy-eighth Congress, first session, which is appended hereto and made a part of this report, and your committee concur in the recommendations of the House.

[H. Rept. No. 432, 78th Cong., 1st sess.]

The Committee on Claims, to whom was referred the bill (H. R. 1155) for the relief of Capt. Leland M. Mower, Quartermaster Corps, United States Army, and Lt. Percy K. Morrison, Quartermaster Corps, United States Army, having considered the same, report favorably thereon with an amendment and recommend that the bill as amended do pass.

The amendment is as follows:

At end of bill strike out period and add—

“resulting from their being held accountable for the embezzlement by Private Alonzo D. Durden, an unbonded enlisted man assigned to the finance office, Savannah Air Base, Savannah, Georgia, of certain moneys belonging to the United States, on March 8, 1941, and that neither Captain Leland M. Mower, First Lieutenant Percy K. Morrison, nor any other person, except the said Private Alonzo D. Durden, shall hereafter be held accountable or responsible for the loss of the funds so embezzled: *Provided*, That no part of the amount appropriated in this Act in excess of 10 per centum thereof shall be paid or delivered to or received by any agent or attorney on account of services rendered in connection with this claim, and the same shall be unlawful, any contract to the contrary notwithstanding. Any person violating the provisions of this Act shall be deemed guilty of

a misdemeanor and upon conviction thereof shall be fined in any sum not exceeding \$1,000."

The purpose of the proposed legislation is to pay to Capt. Leland M. Mower and First Lt. Percy K. Morrison, both of the Quartermaster Corps, United States Army, the sum of \$447.18, or so much of said sum as shall have been collected from either of them prior to passage of this act, in full settlement of their joint claim against the United States, resulting from their being held accountable for the embezzlement by Pvt. Alonzo D. Durden, an unbonded enlisted man assigned to the finance office, Savannah Air Base, Savannah, Ga., of certain moneys belonging to the United States, on March 8, 1941, and to relieve all persons, other than the said Pvt. Alonzo D. Durden, of further accountability or responsibility for the loss of the funds so embezzled.

STATEMENT OF FACTS

On March 8, 1941, at about 11:30 a. m., acting upon instructions received from Capt. Leland M. Mower, Quartermaster Corps, commissary sales officer, Savannah Air Base, Savannah, Ga., First Lt. Percy K. Morrison, Quartermaster Corps (then second lieutenant), the assistant sales officer, turned over to the base finance office the sum of \$804.31, the proceeds of sales at the commissary, of which amount \$327.13 was in checks and \$477.18 in cash. The money was received by Pvt. Alonzo D. Durden, an unbonded enlisted man assigned to the finance office, who gave for it a receipt which he had signed with the name of the agent finance officer, Maj. Walter K. Payne, Finance Department (then captain), placing after the signature his own initial, D. It appears that during the afternoon of the same day Private Durden hid the checks in the bottom drawer of a filing cabinet used only for surplus stationery, where they were found some days later, and absconded with the amount in cash, \$477.18. He was subsequently apprehended for the theft, tried by general court martial, found guilty, and sentenced to be dishonorably discharged from the Army, to forfeit all pay and allowances due and to become due, and to be confined at hard labor for 1 year. None of the money lost was recovered. However, the net amount of the forfeiture above referred to, \$76.69, is available for offset against the amount stolen, reducing the amount of the loss to \$400.49.

Before a board of officers convened to investigate the loss of the public funds in question and to establish the responsibility therefor, Major Payne testified, in part, that on the date of the embezzlement he had been agent finance officer for only 4 days; that during that period he had not permitted any enlisted men to receive funds and had not authorized anyone to sign his name; that at noon, March 8, 1941, which was a Saturday, the finance office was locked; that Private Durden was not entrusted with the key to the finance office by the finance officer, but was given the key by the chief clerk, who customarily returned to work on Saturday afternoon, but who, being ill, took it upon himself to turn the key over to Private Durden.

Capt. Henry W. Herlong, Ordnance Department, who preceded Major Payne as base finance officer, testified that he had authorized an unbonded noncommissioned officer to accept public funds, in order to expedite Government business.

Captain Mower, one of the claimants, testified that, before the sales commissary money had been prepared for deposit, he had been obliged to leave for a very important meeting; that he had at various times turned money over to an enlisted man in the finance office, where such appeared to be a precedent; that he had authorized Lieutenant Morrison, as his assistant, so to do; and that, in so doing, Lieutenant Morrison was following his instructions.

Lieutenant Morrison testified that he had thought that any person in the finance office could receive the money; that Captain Mower had authorized him to turn over money to unbonded enlisted men in the finance office, and in so doing he was following Captain Mower's instructions; that he was familiar with Army regulations requiring such funds to be delivered personally to the finance officer; and that he was acting in good faith, in line with what he considered the usual and proper course of action.

Responsibility for the loss of the funds was placed upon Captain Mower to the extent of \$200.25 and upon Lieutenant Morrison to the extent of \$200.24, and the War Department approved stoppages against their pay, the indebtedness to be refunded by them at the rate of \$25 per month by the former and \$26.51 per month by the latter.

Your committee find that Captain Mower and Lieutenant Morrison were Reserve officers; that they had had but little active service and experience; that they were burdened with an excess of work; that they worked day and night and

that their work was complimented by General Brereton and other of their superior officers; that in turning over funds to enlisted men in the finance office they were following a custom and practice which had developed and was being followed, and to which the finance office appears never to have interposed any objection; that they were endeavoring to carry out their duties, and that neither of them received any benefit whatever from the embezzlement by the enlisted man. It further appears that since the occurrence of the incident the claimants have become experienced and valuable officers, rendering an exceptional service to their country; that Captain Mower has since been promoted and is now Major Mower and is on foreign duty; and that Lieutenant Morrison is still attached to the Savannah Air Base.

Attention is also called to the fact that General Brereton, in his statement before the board of officers, which statement appears appended hereto, recommends that these claimants be relieved of their accountability for the loss of such funds, stating that "the loss of this money can be attributed to ignorance of the law rather than negligence."

It is further submitted that the relief asked is not without precedent, and that Congress has on other occasions granted similar relief where the circumstances warranted it, as your committee feel to be true in this case.

Your committee, therefore, recommend favorable consideration of the proposed legislation.

Appended hereto is the report of the War Department, together with other pertinent evidence, all of which is made a part of this report.

WAR DEPARTMENT,
Washington, August 26, 1942.

HON. DAN R. MCGEHEE,
*Chairman, Committee on Claims,
House of Representatives, Washington, D. C.*

DEAR MR. MCGEHEE: The War Department is opposed to the enactment of H. R. 7118 (77th Cong., 2d sess.), a bill which would pay jointly to Capt. Leland M. Mower and First Lt. Percy K. Morrison, both of the Quartermaster Corps, United States Army, the sum of \$447.18, or so much of such sum as should have been collected from either of them prior to the passage of the proposed legislation, in full settlement of their joint claim against the United States.

On March 8, 1941, at about 11:30 a. m., acting upon instructions received from Capt. Leland M. Mower, Quartermaster Corps, commissary sales officer, Savannah Air Base, Savannah, Ga., First Lt. Percy K. Morrison, Quartermaster Corps (then second lieutenant), the assistant sales officer, turned over to the base finance office, the sum of \$804.31, the proceeds of sales at the commissary, of which amount \$327.13 was in checks and \$477.18 in cash. The money was received by Pvt. Alonzo D. Durden, an unbonded enlisted man assigned to the finance office, who gave for it a receipt which he had signed with the name of the agent finance officer, Maj. Walter K. Payne, Finance Department (then captain), placing after the signature his own initial, "D." It appears that during the afternoon of the same day Private Durden hid the checks in the bottom drawer of a filing cabinet used only for surplus stationery, where they were found some days later, and absconded with the amount in cash, \$477.18. He was subsequently apprehended for the theft, tried by general court martial, found guilty, and sentenced to be dishonorably discharged from the Army, to forfeit all pay and allowances due and to become due, and to be confined at hard labor for 1 year. None of the money lost was recovered. However, the net amount of the forfeiture above referred to, \$76.69, is available for offset against the amount stolen, reducing the amount of the loss to \$400.49.

Before a board of officers convened to investigate the loss of the public funds in question, and to establish the responsibility therefor, Major Payne testified, in part, that on the date of the embezzlement he had been agent finance officer for only 4 days; that during that period he had not permitted any enlisted men to receive funds and had not authorized anyone to sign his name; that at noon March 8, 1941, which was a Saturday, the finance office was locked; that Private Durden was not entrusted with the key to the finance office by the finance officer, but was given the key by the chief clerk, who customarily returned to work on Saturday afternoons, but who, being ill took it upon himself to turn the key over to Private Durden.

Capt. Henry W. Herlong, Ordnance Department, who preceded Major Payne as base finance officer, testified that he had authorized an unbonded noncommissioned officer to accept public funds, in full knowledge that such was in violation of Army regulations, but that he did so in order to expedite Government business.

Captain Mower testified that before the sales commissary money had been prepared for deposit, he had been obliged to leave for a meeting which he considered "more important than the safe delivery of the money to the finance office"; that he was familiar with the Army regulations pertaining to the handling of public funds; that he had at various times turned money over to an enlisted man in the finance office, where a precedent had been established of allowing enlisted men to accept money from accountable officers; that he had authorized Lieutenant Morrison, as his assistant, to deliver the money to the finance office; that he realized his responsibility in allowing another person than himself to submit money to the finance office.

Lieutenant Morrison testified that he had thought that any enlisted man in the finance office could receive money; that Captain Mower had not given him explicit instructions as to the person to whom he should deliver the money; that he was not familiar with the Army regulations requiring that public funds be delivered personally to the finance officer.

The board found, in part, that on March 8, 1941, Capt. Leland M. Mower, Quartermaster Corps, was bonded; that on that date Lt. Percy K. Morrison, Quartermaster Corps, was acting as assistant sales commissary officer, but was not bonded; that Lieutenant Morrison was authorized by Captain Mower, in violation of pertinent Army regulations, to handle money; that Captain Mower directed Lieutenant Morrison to deliver the public funds in question to the base finance office and obtain a receipt therefor, and that Lieutenant Morrison's actions conformed to these directions of his immediate superior; that Captain Mower violated Army regulations in delegating his responsibility to an officer not authorized to handle funds and in permitting funds to be delivered to an unauthorized person; that Lieutenant Morrison violated Army regulations in delivering funds to an unauthorized person. The board further found that there was no evidence to indicate that Major Payne had during the 4 days, since his appointment as agent finance officer, permitted any unauthorized enlisted man to receive funds in his behalf or had in any manner approved of such practice; that the loss of public funds in the amount of \$477.18 was caused by the violations of Army regulations by Capt. Leland M. Mower and Lt. Percy K. Morrison.

The specific Army regulations violated in the instant case (AR 35-780-2a (1)) read as follows:

"Officers of the Army who are not accountable disbursing officers, who receive public funds of a nature which, under the law, must be paid into the Treasury of the United States, will turn over the amount of such funds to the nearest disbursing or agent officer, who will make the deposit with the Treasurer of the United States. * * *"

The War Department has approved stoppages against the pay of Captain Mower and Lieutenant Morrison in the amounts of \$200.25 and \$200.24, respectively, and the indebtedness will be refunded at the rate of \$25 per month by the former and \$26.51 per month by the latter.

Notwithstanding the existence of certain extenuating circumstances in this case, found in the fact that Captain Mower and Lieutenant Morrison—both Reserve officers—had had but little active service and were burdened with an excess of work, it is the view of the War Department that the loss of public funds resulted from negligence on the part of the two officers involved, in that the one had failed to acquaint himself with the Army regulations governing the performance of his assigned duties, and that the other had, even though with what he himself deemed to be sufficient reasons, knowingly violated those regulations. In the light of these facts, the Department is constrained to recommend that favorable consideration be not given to the proposed legislation.

The Bureau of the Budget advises that there is no objection to the submission of this report.

Sincerely yours,

HENRY L. STIMSON,
Secretary of War.

AFFIDAVIT

Personally appeared Leland M. Mower who, being duly sworn, deposes and says:

I make this affidavit with the knowledge and consent that it be used before the House Committee on Claims in connection with the bill H. R. 1155, pending in the present session of the Congress of the United States.

I went to the University of Maine and I knew some of the connections of Mr. John J. Hennessy, attorney at law, Savannah, Ga., who went to Harvard. I moved my family to California. Later I established my home in Savannah. I was active in the American Legion in Savannah, duty permitting. Consequently, I had Mr. Hennessy to assist me in connection with this claim, which he is now doing; his brother, James W. Hennessy (of Hennessy & Hennessy), resuming it in his absence, he now being a lieutenant in the United States Coast Guard Reserve and on active general duty.

I held the position of sales officer at the Savannah Army Air Base when the commissary first opened up in January 1940. There were some hard benches around, a coal stove in the middle of the floor, and I got the quartermaster end of the camp going. It was one of the first camps in the United States and there was little precedent before me. I worked night and day and my superior officers and General Brereton spoke of my having done a splendid job.

The finance office itself was not thoroughly organized. No bonds had been posted. There was just the one commissioned officer, a captain, in charge. Theoretically, only he could receive cash. He had not then yet posted bond. He had only a few enlisted assistants.

A custom and practice had grown up of the enlisted assistants accepting moneys from the commissary, which could not keep over \$200 cash on hand at any one time. The finance officer never objected, and it would seem that the practice was ratified or confirmed. Much of this went on just to get the camp started.

This was all well enough until one of the enlisted men stole \$477.18 of the cash and left. He was brought back; admitted taking the money and giving an attempted official receipt therefor (as he had done in the past); and is now in Leavenworth, I am informed.

The first board of officers found that, since I was the accountable officer, I should be held liable for the loss of the funds turned over to a person not bonded. It was thought that others might be held liable for the loss of the funds, in addition to me; namely, those in the finance office and perhaps also Lieutenant Morrison. The second hearing held Lieutenant Morrison jointly liable with me and no others were included.

General Brereton approved the findings of the board as to the loss of these funds, \$477.18. He pointed out extenuating circumstances to relieve me of the responsibility. He showed that at that time I had but a very short period of active service, was responsible for setting up the base sales commissary, and had a large responsibility thrust upon me; that the work required me to place considerable responsibility on my assistant, Lieutenant Morrison, who also had very little active service, and that the loss of the money was due to ignorance of the law rather than to negligence. He recommended that steps permitted by law be taken to relieve us of the loss of these funds.

The facts about the matter are these: On March 8, 1941, I turned over to Lt. Percy K. Morrison the collections for the day of the sales commissary, with instructions to deposit it. The amount of the deposit was \$477.18. I was compelled to go into the city of Savannah on a meat complaint of an emergency type and was absent absolutely on business and on an emergency of the worst kind. We had had considerable meat complaints and this was one of them. Lieutenant Morrison turned over the deposit to the enlisted man then at the finance-office counter, and received a receipt from him for the funds deposited, on a regular mimeograph official form, just as I had done myself previously. About 2 weeks later I learned that the funds had been embezzled. I had been given a temporary assignment at the Augusta Air Base, Augusta, Ga., and was on temporary leave and Lieutenant Morrison took prompt steps to have a representative from the Inspector General's office to come to Savannah and investigate the embezzlement. A board of officers, however, was called to make the investigation, which was done.

We were both new officers on the job, working night and day to get the commissary established, and we had little seasoned help, and trouble in getting supplies, and with much rejected meats and produce, causing conferences. Lieutenant Morrison had thought I was familiar with these regulations requiring

payment of money over to bonded officers only and believed I had investigated it; and I had followed a practice established by my predecessor and thought the enlisted man taking the funds over the counter in the very presence of the finance officer was an authorized agent to receive the funds. Now, however, with our experience this would not recur. In private life I was a salesman for the Standard Oil Co. In private life, Lieutenant Morrison was a school teacher. We had rather thought of the thing in a commercial way, that the person at the proper desk, giving official receipts, was initially qualified and I did not question it, nor did anyone else. The rub comes in by the fact that the man stole the money that I directed to be deposited.

Any legislation for the remission of this payment will be appreciated by us both.

LELAND M. MOWER,
Major, Quartermaster Corps.

Subscribed and sworn to (or affirmed) before me at station No. 7340 this 15th day of April 1943.

[SEAL]

ROBERT G. FORD, Jr.,
Captain, Air Corps, Adjutant.

STATEMENT OF PERCY K. MORRISON, FIRST LIEUTENANT, QUARTERMASTER
CORPS, ARMY AIR BASE, HUNTER FIELD, SAVANNAH, GA.

OCTOBER 12, 1942.

I reported for duty with the Army on January 30, 1941, at Savannah Army Air Base, and was assigned by the quartermaster as assistant sales officer to Capt. L. M. Mower, sales officer.

Captain Mower, had, from time to time, turned over collections to me, for deposit, prior to March 8, 1941, and I turned these funds over an enlisted man, for deposit, at a large counter in the finance office, where business was transacted over the counter. To the best of my knowledge, up to March 8, 1941, I do not remember ever turning funds over to anyone else except to an enlisted man, who would be in that office. I followed the practice of Captain Mower.

I was not a bonded officer and did not execute bond until I became sales officer which was April 1, 1941.

On March 8, 1941, Capt. Leland M. Mower turned over to me the collections for the day of the sales commissary, with instructions to deposit it. The amount of the deposit was \$477.18. Pursuant to these instructions, I turned over this deposit to this enlisted man then at the finance-office counter, and I received a receipt from him for the funds deposited. The receipt was on a regular mimeograph official form.

It was about 2 weeks later before Captain Mower heard anything about anything wrong happening to the funds. The funds were embezzled by this enlisted man. He was tried and sentenced. Captain Mower, I understand, for about 20 weeks previously, and I, for about 3 or 4 weeks previously, would, the two of us, make five or six deposits a week in this manner to the enlisted help at the counter in the office, and nothing ever misplaced or done, and seemingly it was ratified and apparently met with the approval of the finance office. It was so constant as to amount to a custom or practice—a custom which I inherited from Captain Mower. I had assumed, over this long period of time and practice, that the man was a bona fide clerk and authorized to receive the money. The adjutant called me about the embezzlement by this man and asked if there was anything that could be done about it. At that time, that I got this call, Captain Mower had been reassigned to the Augusta Air Base, Augusta, Ga., on temporary duty, and I took steps to have a representative from the Inspector General's office to come to Savannah and investigate the embezzlement. It was believed by this representative that he had no jurisdiction over the matter, and he thought it was advisable that a board of officers at the base be called to investigate.

The first board of officers found that Captain Mower, being the accountable and responsible officer, should be held liable for the loss of the funds. This report was approved by the Savannah base headquarters and forwarded to corps area and from corps area to Washington. The following recommendation was made:

"The findings of the board that the responsibility for the loss of the Government funds, \$477.18, rests with Capt. Leland Mower, are concurred in. The extenuating circumstances enumerated and which should tend to relieve this officer of the responsibility are also concurred in. Captain Mower has had only a very short period of active service. He was responsible for setting up the base-sales

commissary and had a very large responsibility thrust upon him. He has done this work in an outstanding manner. He is a very conscientious officer and a hard worker, and the amount of the work necessary in establishing a commissary at this station requires him to place considerable responsibility on his assistant, Lieutenant Morrison, who also had very little active service, and the loss of this money can be attributed to ignorance of the law rather than negligence on his part.

"It is recommended that any steps permitted by the law be taken toward the relief of this officer for the loss of these Government funds.

"LEWIS H. BRERETON,
Brigadier General, United States Army,
Commanding."

However, higher headquarters seemed to think that perhaps other officers might have been negligent, and the report of the findings of the first board was returned for reinvestigation. The second board of officers was appointed for reinvestigation and they found that Captain Mower and myself were jointly and severally responsible. The second findings of the board were approved, and the captain and myself were asked under the first endorsement from the corps-area finance officer for reimbursement.

We were both new officers on the job, working practically night and day to get the commissary established, and we had very little seasoned help, and considerable trouble in getting supplies, and with much trouble with rejected meats and produce, causing much conferences, and at times absences from the base, etc., and we were unacquainted with military regulations concerning depositing of funds and those eligible to receive funds. For my part, I had thought that my superior, Captain Mower, had complied with the regulations, as it was at his request that I made the deposits, making them in the same manner he made them. I had thought of the ordinary institutional rules that the person at the proper place, at the proper time and in the presence, at times, of proper officials, would be considered as having authority to receive the funds, as in the case of banks, where you go to the bank counter or window and transact business. In private life I was a school teacher with a Reserve commission. Captain Mower was employed otherwise. (We are now, however, experienced.)

Respectfully,

PERCY K. MORRISON.

Submitted for L. M. Mower, captain, Quartermaster Corps, by Percy K. Morrison, first lieutenant, Quartermaster Corps.

EXTRACT FROM REPORT OF BOARD OF OFFICERS (AR420-5)

Investigation by a board of officers to determine the accountable party for the loss of public funds at the base finance office, Savannah Air Base, Savannah, Ga., on or about March 8, 1941, pursuant to Special Orders No. 88, paragraph No. 1, dated April 21, 1941, Headquarters Savannah Air Base, as amended by Special Orders No. 93, paragraph No. 6, dated April 26, 1941, as amended by Special Orders 107, paragraph No. 7, dated May 13, 1941, convening at the Courts and Boards Building, Savannah Air Base.

Maj. LEON W. JOHNSON,
President.

Maj. WYCLIFFE E. STEELE,
Member.

1st Lt. ROBERT O. BENNETT.
Recorder.

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Findings	*	*	*				
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"The findings of the board that the responsibility for the loss of the Government funds, \$477.18, rests with Capt. Leland Mower are concurred in. The extenuating circumstances enumerated, and which should tend to relieve this officer of the responsibility, are also concurred in. Captain Mower has had only a very short period of active service. He was largely responsible for setting up the base sales commissary and had a very large responsibility thrust upon him. He has done this work in an outstanding manner. He is a very conscientious officer

and a hard worker, and the amount of the work necessary in establishing a commissary at this station requires him to place considerable responsibility on his assistant, Lieutenant Morrison, who has also had very little active service, and the loss of this money can be attributed to ignorance of the law rather than negligence on his part.

"It is recommended that any steps permitted by the law be taken toward the relief of this officer for the loss of these Government funds.

"LEWIS H. BRERETON,
Brigadier General, United States Army,
Commanding."

